

New Hampton

PPME #2003 (Mixed)

7/1/2004 6/30/2007

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AGREEMENT

This agreement entered into this 1st day of July, 2004, by and between the City of New Hampton, Iowa, hereafter referred to as "Employer", and Public, Professional and Maintenance Employees, Local Union No. 2003 International Union of Painters and Allied Trades AFL-CIO, hereafter referred to as "Union" and the same represents the complete and final agreement on all bargainable issues between Employer and Union. In this Agreement, wherever the word "Act" appears, it refers to the Public Employment Relations Act, Chapter 20, 2003 Iowa Code.

ARTICLE 1

Recognition

Employer hereby recognizes Union as the bargaining representative for wages, hours and other terms and conditions of employment permitted by the Act for all of the employees of the Employer, excluding the City Clerk and the Deputy City Clerk; the Chief of Police and the Assistant Chief of Police; Director of Public Works; Superintendent of Street Department; Superintendent of Waste Water Treatment Plant; the Park Board; the employees of the Board of Trustees of the Municipal Light Plant and the other independent Boards; and all other employees excluded by Section 4 of the Act.

ARTICLE 2

Separability and Savings

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 3

Hours of Work and Overtime

With the exception of those employees assigned to the Police Department, the normal work week shall be as follows:

Clerical, 8:00 a.m. to 5:00 p.m., or 7:00 a.m. to 4:00 p.m., as per assignment.

Street Department, 7:00 a.m. to 3:30 p.m., with a one-half hour lunch break.

Wastewater Treatment Plant, 7:00 a.m. to 4:00 p.m. and
3:00 p.m. to 12:00 a.m., Monday through Friday,

but with full discretion in Employer to change the shift when in Employer's judgment it is necessary, e.g., for snow plowing.

1. Police Department: Normal work week for the Police Department shall be forty (40) hours and except in time of emergency no shift shall extend longer than ten (10) hours. At all times when at least four (4) employees and the Chief of Police are available for work, work schedules will be posted at least two (2) weeks in advance and each employee shall receive two consecutive days off per week, except when an employee has requested a change in the schedule after it has been posted, in which case no employee shall be guaranteed two consecutive days off.

2. Waste Water Treatment Plant: Every week end shall be covered to the extent required by Plant Operation by one operator, with the operators working in rotation and the operator shall be

paid for a minimum of eight (8) hours work plus any hours worked in excess of that amount, all at the overtime rate.

3. Night Premium: There shall be paid a premium of thirty-five cents (\$.35) per hour in addition to the employee's regular rate to an employee who works from 6:00 p.m. to 6:00 a.m. Effective July 1, 2000, the night premium will increase to forty cents (\$.40) per hour.

4. Overtime: Time and one-half shall be paid for time actually worked exceeding forty (40) hours, except that time compensated as a paid holiday or paid leave shall be counted as time worked for the purpose of computing overtime. Each Street Department employee may have the option to substitute an hour and a half of paid compensatory time for each hour of overtime earned, and shall declare the comp time choice when he submits his time card for processing. Comp time must be used by the following December 31, or it will be recomputed to overtime and paid.

5. Call Back: An employee who is called back to work before his next regular shift shall be paid for the time measured by the time-clock from punch in to punch out, but with a minimum of two hours paid at his regular rate. Call back time will be distributed equally among employees within a department, with the exception of the police department.

6. Holiday Pay: An employee performing work on a recognized paid holiday will be paid at time and one-half the employee's regular rate. The employee shall also receive holiday pay pursuant to Article 11. No comp time shall be granted. In determining holiday pay, an employee whose shift begins on a holiday shall be paid time and one-half for all hours worked during that shift, and an employee whose shift ends on a holiday, but begins prior to the holiday, shall not receive any pay at time and one-half the regular rate. On any day for which an employee receives holiday pay and works, the employee will be paid the greater of the hours actually worked, or four hours.

7. Weekend Premium: All employees who work on a Saturday or Sunday shall receive a weekend premium as follows:

An employee who works between the hours of 7:00 a.m. and 3:00 p.m. shall receive an additional \$.10 per hour.

An employee who works between the hours of 3:00 p.m. and 11:00 p.m. shall receive an additional \$.15 per hour.

An employee who works between the hours of 11:00 p.m. and 7:00 a.m. shall receive an additional \$.20 per hour.

ARTICLE 4

Non-Discrimination in Employment

Employer and Union agree to comply with all applicable non-discrimination in employment laws. There shall be no discrimination in employment by Employer or Union toward any employee because of his membership in or non-membership in Union. The parties will not discriminate against an employee because of an employee's support or non-support or participation or non-participation in Union's affairs and/or activities.

ARTICLE 5

Employer Rights

Except to the extent expressly abridged by a specific provision of this Agreement, Employer shall have, in addition to all powers, duties, and rights established by constitutional provisions, statutes, ordinance, charter, or special act, the following exclusive powers, duties and rights, including but not limited to: plan, direct and control the work of its employees; hire, promote, demote, transfer, assign and discharge employees for proper cause; develop and enforce rules for employee discipline; maintain the efficiency of governmental operations; schedule working hours

and require overtime work; determine employee qualifications; schedule vacations; relieve employees from duties because of lack of work or for any other legitimate reason; determine what work or services shall be purchased or performed by the unit employees; change or eliminate existing methods, equipment, or facilities; determine and implement methods, means, assignments and personnel by which the Employer's operations are conducted; take such actions as may be necessary to carry out the mission of Employer; initiate, prepare, certify and administer its budget; and exercise all other powers and duties granted to Employer by law. It is agreed and understood that the foregoing enumerated items do not limit Employer's rights but that Employer shall have all rights granted under the Public Employment Relations Act.

Employees cannot engage in contract negotiations or attend union meetings while being paid to work.

ARTICLE 6

Grievance Procedures and Arbitration

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between Employer and an employee or employees regarding the violation, application, or interpretation of the express provisions of this agreement shall be adjusted in accordance with the following procedure:

Grievance Steps:

Step 1. The first step shall constitute informal oral discussion between the employee, or between the employee and Union representative, and the supervisor involved. The supervisor involved shall make a written summary of the informal oral discussion and submit it to the City Clerk.

Step 2. If the oral discussion of the complaint or problem with the supervisor fails to resolve the matter, the aggrieved employee and/or Union shall present a grievance in writing to the supervisor within six (6) working days following the oral discussion and shall forward a copy of the grievance to the City Clerk. The supervisor shall answer the grievance in writing within six (6) working days after the written grievance is filed.

Step 3. If the supervisor's answer in Step 2 fails to resolve the grievance, the aggrieved employee and/or Union may refer the grievance to the City Clerk within seven (7) working days of receipt of the written answer required in Step 2. The City Clerk and the Mayor shall meet with the aggrieved employee and Union representative and shall answer the grievance in writing within seven (7) working days after the written grievance is referred.

Step 4. Any grievance not resolved in Step 3 of the grievance procedure shall be referred to the City Council at its next regular meeting, provided that said next regular meeting is more than five (5) days from the date of the written answer to the grievance by the Mayor and the City Clerk as above required, in order that all members of the City Council may be acquainted with the nature of the grievance. The City Council shall sit as a committee of the whole to answer.

Step 5. In the event that any grievance is not resolved in Step 4, the party asserting the grievance may demand that the same be submitted to binding arbitration by serving written notice of said demand upon the City Clerk not more than ten (10) days after the date of the City Council meeting in Step 4, and after submission of such demand, Union and Employer shall jointly request the names of three available arbitrators from the PER Board. Union shall first strike a name from said list, Employer shall then strike a name, and the person remaining shall be the arbitrator and his decision shall be binding on the parties as to any matter involved in this contract.

The first step in any grievance must be taken within ten (10) working days of the occurrence of the incident complained of and awards and settlements thereof shall in no case be made retroactive beyond the date on which the grievance was first presented in written form as provided in Step 2 of

shall be considered settled on the basis of Employer's last answer. A grievance not timely answered by Employer at Step 2 shall automatically be referred to Step 3.

ARTICLE 7

Seniority

Seniority means an employee's length of continuous service with Employer since employee's last date of hire.

A new employee shall serve a probationary period not to exceed six (6) months. By written agreement signed by both Employer and Union, the probationary period may be extended for a time not to exceed three (3) months. Upon satisfactory completion of the probationary period, he shall be put on the seniority list and his seniority shall be determined from the date of his employment. A new employee may be terminated during the probationary period for any reason without recourse to the grievance procedure set forth in Article 6.

No permanent vacancy or newly created job classification in the bargaining unit will be filled by hire or promotion until such vacancy has been posted for a period of five (5) working days and present employees have had the opportunity to apply for such position and to have their applications considered. Qualified applicants outside the unit may be considered by Employer after said five (5) working days. A bargaining unit employee who has applied, if qualified, will be awarded the job. When Employer determines the successful job applicant, qualifications will be the primary consideration and the supervisors shall be the sole judges of such qualifications.

Union shall be furnished with a seniority list and job classifications of all employees covered by this Agreement within thirty (30) days after its execution.

An employee shall lose his seniority, and the employment relationship shall be broken and terminated as follows:

1. Employee quits.
2. Employee is discharged for proper cause.
3. Employee engages in other work while on leave of absence or gives false reason for obtaining leave of absence.
4. Employee is absent two (2) days in any year without prior notice to Employer, unless evidence satisfactory to Employer is presented that employee was physically unable to give notice.
5. Employee fails to report for work or to make written application for a leave of absence at the end of sick leave, or employee fails to report for work at the end of leave of absence.
6. Employee fails to report for work within five (5) days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address as listed in Employer's records.
7. Employee retires.
8. Seniority rights alone will be forfeited after the continuous period of layoff exceeds one (1) year.

It is employee's responsibility to provide Employer with employee's current address and telephone number.

An employee who accepts a promotion shall be ineligible to fill a permanent vacancy or newly created job classification for a period of one hundred eighty (180) days following promotion.

An employee promoted out of the bargaining unit and still employed by the City of New Hampton will continue to accumulate seniority for a period not to exceed twelve (12) months. Upon completion of said twelve (12) month period, bargaining unit seniority shall terminate.

ARTICLE 8

Reduction in Force

This Article shall govern the question of procedure for reduction in force and it is acknowledged by all parties that the question of the necessity for reduction in force is completely a matter of management prerogative and is reserved to management solely.

When a working force is to be reduced, the employee with the least seniority within his department shall be the first laid off. On recall from layoff within the department, employees will be returned to work in the reverse order in which they were laid off if they are qualified to perform the work available. Probationary employees shall have no recall rights.

Employees recalled after being laid off shall be notified as far in advance as possible by notice in writing posted by certified mail, return receipt requested, to the last known address shown on the employee's records.

ARTICLE 9

Sick Leave

During the first year of employment, an employee shall be allowed six (6) days sick leave. Thereafter, each employee shall be allowed twelve (12) sick leave days per year. Sick leave may be accrued to a total of not to exceed one hundred twenty (120) days.

1. Sick leave will be paid only when the employee is unable to work due to a personal illness or injury, except as provided for in 9.5 below. However, for any time off work due to an injury or illness covered by Workmen's Compensation payments, accumulated sick leave shall at the written election of the employee be paid accordingly so that the employee's weekly net income is not reduced from what he normally would have earned if working. Such use of sick leave shall be charged to the nearest hourly increment and shall not include any overtime. For periods in which the employee is receiving Workmen's Compensation payments, his accumulated sick leave shall be reduced only to the extent of the City's net payment to him.

2. Sick leave shall be allowed for any serious or confined illness of the employee.

3. Female employees may use accumulated sick leave for absences occasioned by complications resulting from pregnancy and for recovery from childbirth or miscarriage. Female employees who do not have sufficient accumulations of sick leave to cover for such absences shall be eligible for an unpaid leave of absence on the same basis as other employees.

4. When an employee is sick for more than three days, the employer may require a physician's certificate giving the date of release when employee returns to work.

5. An employee may annually use three (3) days of the sick leave provided for above to care for ill or injured members of the employee's immediate family.

6. If an employee shall become injured while on official duty and the injury is due to his own negligence or recklessness, the employee may not use sick leave.

7. After an employee has accumulated 120 days of sick leave, sick leave will continue to accrue for purposes of this paragraph only. Any employee who has accrued more than 120 days of sick leave will be paid on the first pay period after each July 1 for one-sixth of the amount of accrued sick leave during the preceding year in excess of 120 days at his or her regular rate of pay. Any payment pursuant to this clause will be made a separate check.

8. An employee who retires will be paid one-sixth of his or her accumulated sick leave at the employee's regular rate of pay. An employee will be considered to have retired if he or she applies for monthly social security or IPERS benefits and is eligible to receive the same.

ARTICLE 10

Casual Days

During the year an employee shall be allowed three (3) casual days. Casual days may be allowed at the discretion of the department head and in no circumstances may more than one employee in each department be absent by virtue of the use of a casual day. Casual days may not be taken consecutively, except for the attendance of funerals not included as paid funeral leave in Article 13.

ARTICLE 11

Holidays

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, the last working afternoon prior to Christmas, Christmas Day, the afternoon of New Year's Eve, and the afternoon of Good Friday shall be paid holidays. In addition, each employee may select one day per year as an additional paid holiday, but the employee shall request this holiday prior to the time that any schedule is posted. Compensation for such holidays shall be at the rate as hereinbefore set forth. Except for employees of the Police Department, a holiday falling on Saturday shall be observed on Friday and one falling on Sunday shall be observed on the following Monday, except that the holiday allowed for the afternoon of New Year's Eve shall be observed only when it does not occur on a Saturday or a Sunday. If a holiday falls on an employee's regularly scheduled day off or while an employee is on vacation, the employee shall receive an additional day off with pay. The additional day off will be on a date mutually agreeable to both the City and the employee.

ARTICLE 12

Vacation

Immediately after the first of the year, each department head shall post a sign-up sheet and employees shall sign the same, indicating the period in which they desire to take their vacations. It is stated policy that to the extent possible every attempt will be made to arrange vacations at such time as will fit the work schedule of the department involved. To the extent necessary to achieve that goal, the granting of vacation times shall be at the discretion of the department supervisor. Vacation may be used in one day increments if the employee notifies his supervisor prior to the posting of the work schedule for the period in which the vacation time is desired.

Vacation time accrues as follows:

1. After one (1) full year of employment, an employee shall be entitled to one (1) week of vacation per year;
2. After two (2) full years of employment, an employee shall be entitled to two (2)

employee shall be entitled to two (2) weeks of vacation after three (3) full years of employment;

3. After six (6) full years of employment, an employee shall be entitled to three (3) weeks of vacation per year;
4. After fourteen (14) full years of employment, an employee shall be entitled to four (4) weeks of vacation per year.

In each instance, a week shall be interpreted as being five (5) working days and compensation therefor shall be on the basis for a forty (40) hour work week.

Vacation time must be fully used within one year after it accrues, except that an employee may carry over up to five days of vacation for a period of one year. Any vacation carried over may not be taken consecutively with all of the vacation to which the employee is entitled in the carryover year.

Each employee who is entitled to vacation, shall take a minimum of one week's vacation annually.

No more than one person shall be gone on vacation or on military leave from any department.

ARTICLE 13

Funeral Leave

An employee may be granted up to five (5) days paid leave of absence for a death in his immediate family, which shall be construed as being spouse, parent or child. An employee may be granted two (2) days paid leave of absence for funerals of a sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, grandfather, grandmother, step-parent, step-brother, step-sister, and step-child. An employee may be granted one (1) day paid leave of absence to serve as a casket bearer, and also to attend the funeral of an aunt or uncle. Except for a death in the employee's immediate family, an employee may not exceed four (4) days of funeral leave annually.

ARTICLE 14

Military Leave

An employee may be granted a military leave of absence with pay for a period not to exceed thirty (30) days as prescribed by Section 29A.28 of the Code of Iowa, 1989.

Employer recognizes an employee's re-employment rights in accordance with the Universal Military Training and Service Act.

ARTICLE 15

Jury Duty/Witness in Court

An employee required to serve as a juror shall receive his regular wages. However, in the event that the employee reports for jury duty and selection of a jury is completed in the morning half day, he shall return to work in the afternoon if he is not selected. In order to receive payment for such duty, the employee must submit certification of service and assign to Employer any and all fees received for such duty except mileage. If an employee is served with a subpoena to testify at a court proceeding, the City will pay up to four hours of regular wages during the employee's absence from work, provided that the employee assigns to employer any witness fee received.

ARTICLE 16

Uniform Allowance

Each police officer, after the first year of employment, shall receive a maximum of Four Hundred Dollars (\$400.00) per year toward the purchase and maintenance of uniforms which shall include safety shoes and overshoes. Each new police officer shall receive Six Hundred (\$600.00) maximum allowance for the purchase and maintenance of uniforms during the first year of such employment. These monies shall be paid by the City only to the extent that expenses are incurred by employees.

ARTICLE 17

Health Insurance

Employer shall provide a Blue Cross-Blue Shield Alliance Select Plan for each employee and his or her family. The employer may change insurance carriers or plans provided that the coverage is substantially similar to the Alliance Select Plan. Each employee shall pay by payroll withholding five percent of his or her health insurance premium, and the employee's contribution will increase to six percent of the health insurance premium on July 1, 2003.

The employer shall reimburse each employee for deductibles specified by the Group Health Insurance policy that the employer provides up to a maximum of \$300.00 per calendar year for a single policy and \$600.00 per calendar year for a family policy. The employee will provide receipts or other satisfactory evidence of the billing received on or before each December 1 and June 1, and the employer will make payment by December 30 and June 30 after each filing period. If the employment relationship is discontinued with an employee, the employee may, within 30 days, request reimbursement for deductibles up to the maximum amount up to the time of the cessation of the employment relationship.

ARTICLE 18

Dues Check-off & Indemnification

Upon receipt of a lawfully executed written authorization from an employee which may be revoked in writing at any time, Employer agrees to deduct the regular monthly Union dues of such employee from his pay and remit such deduction to the official designated by Union in writing to receive such deductions. Union will notify Employer in writing of the exact amount of such regular membership dues to be deducted.

Union agrees to indemnify and hold Employer harmless against any and all claims, suits, orders, or judgments brought or issued against Employer as a result of any action taken or not taken by Employer under the provisions of the is Article.

Employer shall provide Union with a list of names of employees in the bargaining unit, which list shall indicate who authorized the deduction of Union dues.

ARTICLE 19

Transfers

An employee transferred to a lower job classification by agreement rather than by demotion for cause, will receive his current hourly rate.

ARTICLE 20

Straight Time Hourly Wage Rates

Wage rates shall be in accordance with the wage rate chart that is attached hereto as Exhibit A, and which by its inclusion, shall be considered a part of this agreement.

1. The first six (6) months of employment shall be a probationary period, during which the Employer may pay as little as is set forth on the generalized wage rates in Appendix A. The employer may pay as much as \$.25 less per hour than the lowest-paid employee who has been assigned to the Department for at least eighteen (18) months.

2. After the six month probationary period, an employee shall be paid twenty-five cents (\$.25) less per hour than the lowest-paid employee who has been assigned to the Department for more than eighteen (18) months. This twenty-five cent (\$.25) differential shall not be increased or decreased due to annual wage increases or decreases. After the first eighteen (18) month probationary period, an employee shall be paid the same amount paid the lowest-paid employee who has been assigned to the Department for more than eighteen (18) months.

3. Wastewater Treatment employees shall be paid as follows after the probationary period: Uncertified, \$13.87; Grade One, \$14.21; Grade Two, \$14.58; Grade Three and Four, \$15.29. On July 1, 2005, each of these rates shall be increased an additional \$.35 per hour, and on July 1, 2006, each of these rates shall be increased by an additional \$.35 per hour.

4. A bargaining unit employee who holds a Grade Two water certificate and who is assigned water related duties on a regular basis, shall be paid \$.25 per hour in addition to the employee's regular wages.

ARTICLE 21

Longevity Pay

Each employee shall be eligible for longevity pay based upon years of service in the bargaining unit as follows:

After five years, \$100.00 per year;
After eleven years, \$200.00 per year;
After sixteen years, \$300.00 per year;
After twenty-one years, \$400.00 per year.

Longevity pay will be paid under separate check to be received on the last pay period in November, based on longevity pay eligibility as of November 1 each year. Years of service shall not be considered broken if an employee is on military leave, an authorized leave of absence, or on a temporary suspension without pay.

ARTICLE 22

Part-Time Employees

Part-time employees whose regular job assignment is expected to result in more than 1,400 hours per fiscal year will be eligible to receive 70% of the benefits that a full-time employee receives for sick leave, paid holidays, vacation, and health insurance.

ARTICLE 23

Pay Period

The work period shall be from 12:01 a.m. on Sunday to the following Saturday Midnight.

previous pay period shall be made on Wednesday no later than 12:00 p.m. following completion of the second work period, said payment to include all overtime earned during the period. City agrees to accept log sheets completed by the police officers as sufficient evidence of hours worked, but retains the right to install a time clock in the Police Station as a substitute for the log sheets.

ARTICLE 24

Rules

Employer may, from time to time, develop, put into effect, and enforce work rules. Said work rules will be sent to Union thirty (30) calendar days prior to their effective date.

ARTICLE 25

Steward

Employer recognizes the bargaining unit's right to have a Steward and one can be elected by the employees from among the workers in the bargaining unit.

ARTICLE 26

Safety Committee

A Safety Committee composed of one member of the Council and all supervisors will be appointed by the Mayor and may meet from time to time as in its discretion it deems necessary to evaluate overall safety plans, and based on such evaluation to make such plans and recommendations to the Council as it may deem necessary.

1. Safety Glasses: In order to comply with O.S.H.A. regulations and State Regulations, Employer is instituting a 100% Eye Protection and Protection Program for all employees, when their jobs warrant such protection. Employer will pay for one pair of glasses per employee, including frames and case, prescribed by a Doctor or Optometrist. The Doctor or Optometrist shall submit to Employer a duplicate of the lab charges for materials. Employer will pay for the materials only and professional charge for examination and fitting will be the employee's responsibility. The law requires that the employee wear certain protective safety equipment when doing certain hazardous work and the employees will be responsible for wearing such equipment. All safety glasses shall comply with State and O.S.H.A. requirements. The glasses may be single, bi-focal, tri-focal, plain or tinted lens type American Optical series F9800 or F5300 or Bausch and Lomb type &-80 series or C-22 frames and the color choice of the employee.

2. Safety Shoes: In order to comply with O.S.H.A. regulations and State regulations, Employer is instituting O.S.H.A. Foot and Toe Protective Program for all employees when their jobs warrant such protection. Employer will pay a sum not to exceed One Hundred Twenty Dollars (\$120.00) each two years for the purchase of safety shoes when such shoes are required by O.S.H.A. or State regulations, and when such shoes shall comply with O.S.H.A. and State requirements, upon presentation by the employee to Employer of a paid bill for the purchase of such shoes.

3. Worn by Employees: All employees shall at all times required by Employer, O.S.H.A. regulations and State regulations wear such protective clothing and devices, specifically to include but not be limited to hard hats, safety glasses and safety shoes.

4. Bullet Proof Vests: The City will provide bullet proof vests for each member of the Police Department. If an employee for whom the City has provided his or her first vest does not remain with the Police Department for a period of three years thereafter, the employee shall reimburse the City for the cost of the vest as follows: in full if the employee leaves within 12 months of receipt, two-thirds if within 24 months, and one-third if within 36 months. Recovery of the cost shall be in the same manner as provided for in Article 30. For employees who regularly wear the vest provided, the City will replace the vest every five years. The City will also replace the vests if they no longer

ARTICLE 27

Bulletin Boards

Upon approval by the City Clerk, Union shall be permitted to post official Union notices on bulletin boards in City shops. Said Union notices must be signed by the Employee representative of Local Union 2003.

ARTICLE 28

Visitation

The Business Representative of the Union who has been previously identified by Union to the City clerk, or his designated representative for each visit, will be permitted to visit the jobs or shops to ascertain that the Agreement is being complied with. Union representative shall not interfere with the Employer's operations, nor shall he be permitted to ride in the squad cars maintained by the Police Department while they are in use while the police officers are on duty. This clause shall not be construed to bar Union representative from checking over idle squad cars to investigate employee complaints with reference to vehicular safety.

ARTICLE 29

Meals

Reimbursement for meals for employees during travel will not exceed \$18.00 per diem (guidelines will be as follows: Breakfast \$4.50, Lunch \$5.50, Dinner \$8.00). Banquet tickets are not included and signed and dated restaurant receipts must be presented to the City Clerk.

ARTICLE 30

Mileage

An employee required to use his car in the performance of his duties shall be paid mileage at the rate established by the State of Iowa by statute.

ARTICLE 31

Schooling

Any schooling required by the City of New Hampton or the State of Iowa for City employees shall be paid in advance by the City. This includes the expense of any training that the City deems necessary for any employees whom the City wishes to have a commercial drivers license. However, in the event that the employee is not employed by the City for a full three years after the City has paid for his training, all costs of said schooling as advanced by the City, except what is paid for the period including, but not limited to, mileage, meals, tuition, uniforms and physical, shall be recoverable pro-rata for the time actually spent with the City after completion of training and shall be collectible from the final check of the employee and from vacation time due him and from the employee himself in the event the first two alternatives are not adequate to re-pay the City. No deduction from this sum shall be made for any reimbursement made by the State of Iowa to the City before or after the employee ceases to remain with the City. No employee who returns his uniforms to the City shall be charged for them. Schooling and training not required by the City or by the State of Iowa may be approved by the department head. For an employee who receives such approval, the Employer shall pay for tuition, mileage, lodging, and meals, and time spent at the sessions will be considered as hours worked, to a maximum of eight hours per day.

This City will pay the fee for obtaining a commercial drivers license that is in excess of the fee charged for obtaining a chauffeurs license, and will also provide a vehicle to any employee taking required driving tests for a commercial drivers license whom the City desires to have such a license.

When an employee must obtain training for certification that the City determines is necessary or appropriate, the employee will attempt to attend classes so that employees will not be away from work at the same time. If this is not possible, the City will allow employees to attend the schooling at the same time, provided that all departments can continue to operate in an acceptable manner.

ARTICLE 32

Physical Exams

The Employer shall pay the full cost of any Employer required physical examinations.

ARTICLE 33

Legal Defense

The Employer recognizes its responsibility to defend and indemnify its employees as a result of torts which are described in Chapter 613A.8 of the 2003 Code of Iowa and for which employees may be held liable.

ARTICLE 34

Duration of Agreement

This agreement shall be effective from July 1, 2004 through June 30, 2007.

Signed and executed this 12th day of July, 2004 at New Hampton, Iowa.

LOCAL UNION #2003
INTERNATIONAL UNION
OF PAINTERS AND ALLIED
TRADES AFL-CIO

CITY OF NEW HAMPTON, IOWA

By: [Signature]
Business Representative

By: [Signature]
Mayor

[Signature]
Chairman-President

ATTEST: [Signature]
City Clerk

[Signature]
Steward

APPENDIX A

EXISTING PERSONNEL:

<u>EMPLOYEE NAME</u>	<u>EXISTING</u>	<u>7-1-04</u>	<u>7-1-05</u>	<u>7-1-06</u>
Dennis Knight	14.99	15.29	15.64	15.99
Jerome Heying	14.53	14.83	15.18	15.53
Gerald Heit	14.26	14.56	14.91	15.26
Duane Carpenter	14.26	14.56	14.91	15.26
Linda Palmer	12.30	12.60	12.95	13.30
Judy Roberson	12.30	12.60	12.95	13.30
Jeff Jackson	15.39	15.94	16.59	17.24
Charles Lembke	15.13	15.43	15.78	16.13
Stephen Stalder	15.13	15.43	15.78	16.13
Jeff Athey	15.13	15.43	15.78	16.13
Stephen Nesvik	15.13	15.43	15.78	16.13
Jeremy Copp *	14.88	15.43	15.78	16.13

* Increases noted assume satisfactory completion of probationary periods.

<u>GENERALIZED WAGE RATES:</u>	<u>EXISTING</u>	<u>7-1-04</u>	<u>7-1-05</u>	<u>7-1-06</u>
Clerical	10.52	10.82	11.17	11.52
Patrol Operator	12.95	13.25	13.60	13.95
Sargent	13.21	13.76	14.41	15.06
Other City	12.11	12.41	12.76	13.11
Uncertified	13.57	13.87	14.22	14.57
Grade 1	13.91	14.21	14.56	14.91
Grade 2	14.28	14.58	14.93	15.28
Grade 3 and 4	14.99	15.29	15.64	15.99